

ADVISORY OPINION 93-029

Any advisory opinion rendered by the registry under subsection (1) or (2) of this section may be relied upon only by the person or committee involved in the specific transaction or activity with respect to which the advisory opinion is required. KRS 121. 135(4).

December 20, 1993

Ms. Sandra R. Laemmle, Treasurer
Mershon for Sheriff Campaign
c/o Hon. William Stone
1150 Starks Building
455 South Fourth Avenue
Louisville, Kentucky 40202

Dear Ms. Laemmle:

Thank you for contacting the Registry. Based on your letter to the Registry, the facts to your question can be stated as follows:

You are the treasurer for the Melissa Mershon for Sheriff 1993 campaign. As treasurer for the Mershon campaign, you would like to award a bonus to Shannon Tivitt, who worked for the Mershon 1993 campaign.

Based on your letter, your question can be stated as follows:

Under Kentucky campaign finance law, may a campaign award a bonus to a campaign worker where there are surplus funds left in the campaign account after the general election?

Unless Shannon Tivitt worked for the campaign as a paid campaign employee and there was a previously existing agreement to award a bonus, the Registry would not allow the campaign to pay the campaign worker a bonus. KRS 121.180(10) sets forth the correct methods for disposing of excess campaign funds.

If the campaign worker is a paid employee, it is permissible for the campaign to pay the employee a bonus under the following conditions:

1. The Campaign worker is a paid employee;
2. The campaign worker has an advance agreement with the campaign to award the employee a bonus if certain conditions are met; and
3. The bonus must be reasonable in light of all facts and circumstances including, but not limited to, the employee's contracted salary, the amount of funds raised and spent by the campaign, the amount of excess funds left at the end of the campaign, and the nature of responsibility and duties of the paid employee.

The burden of proof for the question of a reasonable bonus amount would lie with the campaign awarding the bonus. Also, the burden of proof on the advance agreement for awarding a bonus would lie with the campaign. Therefore, supporting such an agreement with any evidence other than a correctly executed written contract would require the campaign to present substantial evidence of the agreement. The Registry would recommend using a written employment contract in the circumstances of your question.

This opinion is based upon the course of action outlined in your letter. If you should have any more questions, please give us a call. Thank you.

Sincerely,

Timothy E. Shull
General Counsel

TES/dt